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14 UNITED STATES DISTRICT COURT
15 EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

16 STEVEN R. MIRONOWSKI and RUBEN
17 MIRONOWSKI,

18 Plaintiffs,

19 vs.

20 FORD MOTOR COMPANY; and DOES 1
21 through 10, inclusive,

22 Defendants.

23 Case No. 1:22-cv-00675-JLT-CDB

24 **DEFENDANT FORD MOTOR
25 COMPANY'S NOTICE OF MOTION AND
26 MOTION FOR ENTRY OF PROTECTIVE
27 ORDER TO GOVERN PRODUCTION OF
28 CONFIDENTIAL MATERIALS;
29 MEMORANDUM OF POINTS AND
30 AUTHORITIES**

31 *(Filed Concurrently with Declarations of
32 Brian Vanderhoof; Jake Doss; and [Proposed]
33 Order)*

34 DATE: April 14, 2023
35 TIME: 10:30 a.m.
36 CRTM: Bakersfield Courthouse

37 Trial Date: None Set

38 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

39 **PLEASE TAKE NOTICE** that on April 14, 2023, at 10:30 a.m., at the Bakersfield
40 courthouse located at 510 19th Street, Suite 200, Bakersfield, CA. Defendant FORD MOTOR
41 COMPANY ("Ford" or "Defendant") will request the Court to enter Ford's proposed protective
42 order ("Protective Order") applicable to the production of materials pursuant to Plaintiffs', Steven

1 R. Mironowski and Ruben Mironowski ("Plaintiffs"), Requests for Production of Documents in this
2 matter.

3 The Motion is based upon good cause shown for granting the relief requested as set forth in
4 the attached Memorandum, the Declarations of Brian Vanderhoof and Jake Doss, and exhibits filed
5 concurrently herewith, as well as such evidence, oral and documentary, as may be presented at the
6 hearing.

7 DATED: March 9, 2023

LEWIS BRISBOIS BISGAARD & SMITH LLP

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By: /s/ Brian C. Vanderhoof
10 BRIAN C. VANDERHOOF
11 JONATHAN WON
12 Attorneys for Defendant FORD MOTOR
13 COMPANY

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Ford seeks the entry of its Protective Order to protect Ford's confidential, proprietary and trade secret information and materials, which are the subject of certain discovery requests in this case. Plaintiffs do not dispute the need for a protective order; they only disagree over the form of the protective order that should be entered for use in this case.

Good cause exists to grant Ford’s Motion because Ford has a legitimate interest in protecting its confidential information, and Ford’s proposed Protective Order is reasonable, targeted, and will allow the parties to continue to litigate this case without disruption. Ford’s proposed Protective Order uses the Northern District of California Stipulated Protective Order for Standard Litigation (“ND Model PO”) as an initial working draft, and incorporates certain modifications that are essential to protect Ford’s interests. This is reasonable and efficient in light of the Northern District’s guidance that “the Local Rules do not require the parties to use any of the model protective orders and counsel may stipulate to or move for another form of protective order.” (See, cand.uscourts.gov/forms/model-protective-orders/).

Ford requests that the Court grant this Motion and enter the Protective Order proposed by Ford.

Ford's requested modifications to the ND Model PO are:

- 1) Paragraph 1: Adds language to include customer personally identifiable information (“PII”) as a category of protected information;
- 2) Paragraph 2.2: Adds clarifying language that protected information includes documents and also incorporates applicable law governing PII;
- 3) Paragraph 2.3: Adds language to clarify that support staff are those individuals necessary to assist with prosecution of the litigation. This paragraph is reasonable and necessary to more clearly delineate to whom protected information will be disclosed;
- 4) Paragraphs 2.4, 2.14, 8 and 9(a): Adds language that allows marking protected documents or information as “Subject to Protective Order” as well as “Confidential.” Ford may stamp its protected information “Subject to Protective Order” and use of this language creates uniformity and consistency in Ford’s ability to track protected information used in matters;

1 5) Paragraph 2.6: Adds language that an expert will be a non-attorney and will not be
 2 employed by a competitor of the designating party. This serves two important functions.
 3 As to consultants being “non-attorneys,” without this modification, the receiving party
 4 could designate *any* lawyer as a “consultant” and disclose protected materials to that
 5 person, which would, again, obfuscate the purpose of the protective order. Second,
 6 language is added that no expert or consultant may be employed by a competitor of the
 7 Designating Party or Ford. This is necessary because the greatest benefit to the protective
 8 order is to prevent Ford’s proprietary and confidential business information from being
 9 disclosed to its competitors;

10 6) Paragraph 2.9: Removes language regarding attorneys being “affiliated” with a law firm
 11 appearing on behalf of a party. Without this language, nothing prevents a receiving party
 12 from entering into perfunctory agreements with other firms to “affiliate” and receive
 13 protected materials, which will obfuscate the protective order by essentially allowing
 14 unfettered dissemination of materials to any such firm or its members. Should a receiving
 15 party affiliate another law firm to assist in the prosecution of this matter, the counsel of
 16 record from that firm may simply agree to and sign the protective order.;

17 7) Paragraph 2.12: Adds that professional vendors may also produce information;

18 8) Paragraph 3: Adds language that documents or information could become part of the
 19 public domain as a result of mistake, unintentional, or inadvertent production and
 20 clarifying that information that enters the public domain could be over objection by the
 21 designating party and that all appellate remedies must be exhausted to consider it part of
 22 the public domain. This modification is necessary because there may be an instance
 23 where protected information is mistakenly, inadvertently or unknowingly disclosed into
 24 the public domain but not by the designating party or over the objection of the designating
 25 party and prior to the designating party seeking appellate relief. In such instances, the
 26 documents or information should not lose their protected status simply because they are
 27 disseminated to the public through some act that is not made voluntarily by the
 28 designating party;

9) Paragraph 5.1: Clarifies that the Designating Party would be subject to an Order to Show
 Cause prior to sanctions being issued, if applicable;

10) Paragraph 5.2: Clarifies that the parties can make agreement and also includes protection
 for mistaken, unintentional, or inadvertent lack of designation;

11 a. 5.2(a) and (c): Adds availability to mark “Subject to Protective Order” and also
 removes language requiring piecemeal designation of protected information
 within the marginalia of documents;

12 b. 5.2(b): Outlines a more detailed procedure for identifying protected information
 in depositions or hearings;

13 11) Paragraph 5.3: Removes the word “timely” and also allows for mistaken or unintentional
 failure to designate and also adds a more detailed procedure for handling situations of a
 failure to designate;

1 12) Paragraph 6.2: Adds that the party challenging a designation will simply identify the
 2 challenged document by Bates number. Ford expects that most, if not all, documents
 3 produced in this matter will be produced with a Bates stamp and providing for specific
 4 designation by Bates number will speed up the process of the parties meeting and
 5 conferring and also create consistency in this meet and confer;

6 13) Paragraph 6.3: Proposes slightly longer periods for the parties to resolve issues with
 7 respect to challenges before bringing the issue(s) to the Court, clarifies that a Show Cause
 8 hearing will be held before sanctions are issued, and includes exhausting appellate
 9 proceedings before a challenged document is no longer protected;

10 14) Paragraph 7.2(e): Adds videographers as individuals to whom protected documents may
 11 be provided;

12 15) Paragraphs 7.2(f) and (g): Adds that a party will provide the designating party reasonable
 13 notice before providing protected documents to deposition witnesses or authors or
 14 recipients of protected documents and also that authors/recipients will sign the Exhibit A
 15 Acknowledgment and Agreement to Be Bound;

16 16) Paragraph 8: Removes “timely” from a non-party’s time to seek a protective order;

17 17) Paragraph 9(b)(3): Clarifies that it is referring to a “non-party”;

18 18) Paragraph 9(c): Removes the 14-day requirement for a non-party to object or file a
 19 motion; Removes “timely;” and, clarifies that the party that must not produce information
 20 is the one in receipt of discovery requests;

21 19) Paragraph 10: Adds that the Receiving Party must also attempt to return, destroy, or
 22 delete protected information that was not authorized to be disclosed;

23 20) Paragraph 11: Outlines a more detailed, efficient, economical and clear claw back
 24 procedure for documents, testimony, or information that are inadvertently produced but
 25 are protected by an applicable privilege or protection, such as the attorney-client privilege
 26 or work-product doctrine. This paragraph is necessary to efficiently set forth that
 27 inadvertent production of these materials is not a waiver of privilege or protection and to
 guide the parties in how to handle the inadvertent production of these materials in an
 orderly fashion;

28 21) Paragraph 12.3: Clarifies a 30-day notice requirement or another timeframe agreed to by
 the parties before protected material is filed;

22 22) Paragraph 13: Provides clarifying language that deposition or trial exhibits may not be
 23 retained and that the parties will further meet and confer about other materials that will
 24 be maintained and that the parties reserve the right to object to retention of materials.
 25 Retaining exhibits to a deposition or trial will obfuscate the protective order because it
 26 allows a party to conceivably attach every protected document to a deposition, trial, or
 27 hearing, and then be able to maintain those at the conclusion of the case.

/ / /

1 In sum, these provisions are necessary and appropriate and should be included in the
 2 protective order entered for use in this case.

3 **II. STATEMENT OF FACTS**

4 **A. The Lawsuit**

5 On May 28, 2019, Plaintiffs Steven R. Mironowski and Ruben Mironowski purchased a new
 6 2019 Ford F-150. (*See* Complaint, ¶ 10.) On June 6, 2022, Plaintiffs filed suit against Ford for breach
 7 of express and implied warranties, fraudulent inducement concealment, violations under the Song
 8 Beverly Act (the “Act”) and violations of the Magnuson-Moss Warranty Act. (*See* Plaintiff’s
 9 Complaint, *generally*.) Ford denies Plaintiff’s claims.

10 Ford responded to Plaintiff’s first set of discovery, which included 16 Interrogatories and 87
 11 Requests for Production. (Vanderhoof Decl., ¶ 4.) In response to these requests, Ford produced
 12 hundreds of pages of documents relating to Plaintiff’s vehicle.¹ Nevertheless, Plaintiffs recently
 13 raised an issue for the first time in connection with the preparation of the Joint Mid-Discovery Report
 14 related to “getting emails and reports relating to steps Ford took to reduce the various “symptom
 15 codes” in the same make and model as the vehicle in this case.” (Dkt. #15, P. 3:12-14.) It is unclear
 16 from the Mid-Discovery Report what issues Plaintiffs are referring to, but generally discovery
 17 disputes with Plaintiffs’ counsel can be resolved if Ford agrees to produce certain confidential,
 18 proprietary or trade secret information and materials, including but not limited to the following
 19 specific documents:

- 20 • Ford’s Warranty Policy & Procedure Manual, which is a document that details the
 21 policies and procedures that Ford developed over time for use by its dealers in the
 22 United States regarding warranty claim diagnosis, submission, allowance and
 23 reimbursement;
- 24 • Ford’s Customer Relationship Center Policies and Procedures, which are developed
 25 and used by and for Ford’s Customer Relationship Center, which handles, assesses,
 26 documents, categorizes and resolves customer concerns that are reported to Ford by

27
 28 ¹ These documents include the warranty claim history, service and repair records, the warranty
 guide, factory invoice, and communications between Plaintiffs and Ford. (Vanderhoof Decl., ¶ 4.)
 91428253.1

1 consumers; and

2 • Customer contacts received by Ford's call center through Ford's Global Contact
 3 Center Technology ("GCCT") application regarding 2019 Ford F-150 vehicles
 4 purchased in California, which involve the same symptom codes (if any) as those
 5 present in the GCCT records for the subject vehicle, as well as the symptoms
 6 experienced by Plaintiffs as reflected in the repair or warranty records for the subject
 7 vehicle, subject to a protective order agreeable to Ford .(See *id.*, Ex. A.)

8 As explained in the Declaration of Ford employee Jake Doss, if the documents described
 9 above, over which Ford seeks protection in this Motion, were to enter the public domain, competitors
 10 of Ford would gain an understanding of, among other things, the processes, procedures and
 11 techniques Ford utilizes to design, develop, investigate and evaluate its products, customer concerns,
 12 and repurchase efforts. The uncontrolled dissemination of this information would cause significant
 13 competitive harm to Ford at the direct benefit of Ford's competitors. (See, *generally* Declaration of
 14 Jake Doss ("Doss Decl.")) For example, a competitor may use Ford's processes for how it classifies
 15 customer concerns or how it determines when and whether to elevate a customer concern to improve
 16 upon or develop their own customer care techniques or processes. Ford's institutional knowledge is
 17 a valuable commodity to Ford, and could be undermined through publication of the aforementioned
 18 documents.

19 As set forth in the Doss Declaration, public disclosure of the documents and information
 20 over which Ford seeks protection could cause injury to Ford if such information were made public
 21 or otherwise available to those outside of Ford if they are not protected.

22 **B. The Parties Agree That A Protective Order is Warranted, But They Cannot**
 23 **Agree on the Form of the Order.**

24 The parties agree that a protective order is warranted in this case but have been unable to
 25 agree on the form of the order. In fact, it was Plaintiffs who first proposed the entry of protective
 26 order. (Vanderhoof Decl., ¶ 4.) Despite Ford's good faith efforts to find a mutually agreeable
 27 protective order, Plaintiffs continue to reject Ford's proposed Protective Order without providing
 28 any meaningful explanation.

1 **C. The Parties' Meet and Confer Efforts**

2 Ford and Plaintiffs' counsel have attempted in this case and in the past to negotiate a
 3 protective order in the numerous cases Plaintiffs' counsel files against Ford. (Vanderhoof Decl., ¶
 4 5.) In this instance, Plaintiffs' counsel wholesale rejected Ford's revisions to the ND Model "as not
 5 necessary." (*Id.* at ¶ 5, Ex. B.) With little exception, the only rationale given for the near blanket
 6 rejection was that it is more efficient for *Plaintiffs' counsel* to use a model protective order because
 7 they have "hundreds of cases." (*Id.*) Plaintiffs' counsel's rejection gives no consideration to what
 8 Ford might require to protect its proprietary, confidential, and trade secret information. Accordingly,
 9 the parties have been unable to reach an agreement. (*Id.*)

10 **III. ARGUMENT**

11 **A. Ford's Revisions to the Model Order are Reasonable and do not Prejudice**
 12 **Plaintiffs' Prosecution of this Matter**

13 There is no dispute that a protective order is necessary here; the parties have simply been
 14 unable to reach an agreement as to the form of the protective order to govern the dissemination of
 15 Ford's proprietary, commercially sensitive, and confidential business information. Ford maintains
 16 that its proposed Protective Order provides the proper protections, and Plaintiffs' proposed version
 17 is insufficient. There is nothing in Ford's proposed order that limits Plaintiffs' use of documents
 18 and information that are subject to the order *for their own preparation and prosecution of this case*.

19 The majority of the revisions are simply made to clarify ambiguous terms or language or to
 20 add more detailed procedures in an effort to prevent controversy and lead to more orderly resolution
 21 of issues so that the parties do not unnecessarily involve the Court. Others are made to substantively
 22 protect designated information in a fair and reasonable way as outlined herein.

23 Specifically as it relates to retention of protected documents and information, significant
 24 federal court precedent is clear that a party does not have a right to retain another party's protected
 25 information simply because it is received in discovery. Indeed, on-point case law clearly provides
 26 that a party's ethical obligations to maintain certain portions of a client's file does not also grant
 27 them the right to maintain a party's protected documents following the litigation. *Cruz v. Dollar*
 28 *Tree Stores, Inc.*, 2012 WL 1745539, at *1 (N.D. Ca. May 6, 2012). "[T]he Court is aware of no

1 authority which has further broadened the rule so as to encompass the confidential information
 2 disclosed by an opposing party through discovery." Further, "*it strains credulity to suggest that*
 3 *another party's confidential materials become the property of a client when they are produced*
 4 *in discovery pursuant to a protective order.*" *Id.* (emphases added).

5 **B. The Entry of a Protective Order Is Necessary to Ensure Reasonable Protection**
 6 **of Confidential Information**

7 The Federal Rules of Civil Procedure govern the issuance of protective orders and provide
 8 that:

9 A party or any person from whom discovery is sought may move for a protective
 10 order in the court where the action is pending. . . . The court may, for good cause,
 11 issue an order to protect a party or person from annoyance, embarrassment,
 oppression, or undue burden or expense, including one or more of the following:

12 (G) requiring that a trade secret or other confidential research, development, or
 13 commercial information not be revealed or be revealed only in a specified way.

14 See FED. R. Civ. P. 26(c)(1)(G).

15 Federal Rule of Civil Procedure 26(c) "confers broad discretion on the trial court to decide
 16 when a protective order is appropriate and what degree of protection is required." *Seattle Times v.*
Rhinehart, 467 U.S. 20, 36, 104 S.Ct. 2199, 2209, 81 L.Ed.2d 17 (1984). Moreover, Rule
 17 26(c)(1)(G) broadly protects not only trade secrets but also an array of other confidential
 18 information. The United States Supreme Court has construed this language to cover more than just
 19 trade secrets. In *Federal Open Market Committee of the Federal Reserve System v. Merrill*, a law
 20 student sought disclosure from a government agency of its Record of Policy Actions. See 443 U.S.
 21 340, 346-47, 99 S.Ct. 2800, 61 L.Ed.2d 587 (1979). Although these government records were not
 22 trade secrets, the agency argued that they constituted confidential commercial information and were
 23 subject to protection under federal case law and procedural rules. *Id.* at 356, 99 S.Ct. 2800. The
 24 Court found that the government records were commercial information because they related to
 25 buying and selling securities, and they were confidential because the agency kept them secret for a
 26 month before disclosure. *Id.* at 361, 99 S.Ct. 2800. The Court wrote that a protective order under
 27 Rule 26(c) may be warranted for such confidential commercial information. *Id.* at 357, 99 S.Ct.
 28 2800.

1 Further, courts consistently allow for the issuance of a protective order for trade secret,
 2 proprietary, or confidential information upon a showing of good cause and, in most federal circuit
 3 courts, including the 9th Circuit, a showing by the requesting party of specific prejudice or harm.
 4 *See, e.g., Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1130 (9th Cir. 2003) (requiring
 5 showing of good cause and specific prejudice or harm if no order is granted); *Anderson v. Cryovac*,
 6 805 F.2d 1, 7 (1st Cir. 1986) (allowing non-sharing protective order for good cause shown); *Bridge*
 7 *C.A.T. Scan Ass'n v. Technicare Corp.*, 710 F.2d 940, 944-45 (2d Cir. 1983) (same); *Publicker*
 8 *Indus. v. Cohen*, 733 F.2d 1059, 1071 (3d Cir. 1984) (good cause is established by demonstrating
 9 "a clearly defined and serious injury on the moving party"); *McCarthy v. Barnett Bank of Polk Cty.*,
 10 876 F.2d 89, 91 (11th Cir. 1989) (party seeking protective order has burden of showing good cause);
 11 *U.S. ex rel. Purcell v. MWI Corp.*, 209 F.R.D. 21, 28 (D.D.C. 2002) (same).

12 Ford has a right to protect its confidential business information and trade secrets from public
 13 dissemination. Here, Ford attaches the Declaration of Ford employee, Jacob Doss, who attests that
 14 the documents at issue contain Ford's confidential business information or consumer PII.
 15 Specifically, the Customer Relationship Center Policies and Procedures are confidential to Ford
 16 because they reveal Ford's processes and methodologies to identify, document and resolve customer
 17 concerns. (Doss Decl. at ¶¶ 8-10.) In this regard, the documents address the specifics of how
 18 customer calls and contacts should be handled for a myriad of reasons, including inquiries regarding
 19 general information, vehicle concerns, parts, roadside assistance, owner communications, and
 20 others, and sets forth the process that each Customer Relationship Center member must follow to
 21 process, document, handle and resolve those customer concerns. (*Id.*) Furthermore, the documents
 22 address each employee's role and responsibility within the Customer Relationship Center and
 23 reveals Ford's process to address, record, resolve, and where necessary, elevate customer concerns
 24 using Ford's established processes, including the process through which customer concerns are
 25 processed, documented, handled and resolved by Ford. (*Id.*)

26 The manner in which Ford provides information to its Customer Relationship Center
 27 members, how it classifies customer concerns reported to Ford, and how Ford determines when and
 28 whether to elevate a concern, repurchase a vehicle, or otherwise communicate with its customers is

1 proprietary to Ford. (*Id.* at ¶¶ 9-10.) In fact, such information and knowledge has been developed
 2 by Ford over time and after considerable investments in and by its employees and third-party
 3 vendors, which assist Ford with its customer care operations. Publication of these confidential
 4 documents would undermine Ford's long-standing investment in its employees and customer care
 5 programs because the documents reveal Ford's confidential training process and techniques.
 6 Disclosure of documents would benefit a Ford competitor training its own employees on customer
 7 communications or in developing its own process for such communications without the need to
 8 expend the same time and investment in creating these processes as incurred by Ford.

9 Similarly, Ford's Warranty and Policy Manual contains confidential processes established
 10 by Ford for its dealers to receive, execute, and document, warranty and recall repairs in conformity
 11 with Ford's defined processes and procedures, as well as the process that Ford dealers follow when
 12 submitting warranty reimbursement requests. (Doss Decl. at ¶ 11.) It also includes proprietary
 13 discussions of allowances, costs, and reimbursements provided by Ford to its dealers relating to
 14 those warranty repairs. (*Id.*) This nearly 400-page manual contains detailed information regarding
 15 Ford's warranty claim processes, as well as Ford's methodology for complying with certain state
 16 and federal laws and regulations. (*Id.*) Ford's Warranty and Policy Manual is confidential to Ford
 17 because it contains detailed information regarding Ford's warranty claim processes, as well as
 18 Ford's methodology for complying with certain state and federal laws and regulations. These
 19 practices and procedures were developed over time and with significant cost and investment by
 20 Ford. (*Id.*) This document is unique to Ford and its authorized dealers and would have value to
 21 Ford's competitors if made public, because it would allow Ford's competitors to replicate Ford's
 22 warranty policies and procedures, which are an essential component of Ford's business relations
 23 with its dealers, at little-to-no cost to such competitors. (*Id.*)

24 Customer contacts received by Ford's call center through Ford's Global Contact Center
 25 Technology ("GCCT") application contain confidential personally identifiable information ("PII")
 26 of private individuals who are not parties to the present lawsuit and who are unrelated to the issues
 27 involved with the subject vehicle or Plaintiffs in this case. Ninth Circuit District Courts are clear
 28 that compelling reasons exist to seal PII from public disclosure in the Court record; thus, clearly

1 defining it as a protected class of information. Indeed, this Court has found compelling reasons to
 2 seal personally identifiable information. *See Am. Automobile Ass'n of N. Cal., Nev., & Utah*, 2019
 3 U.S. Dist. LEXIS 42978, 2019 WL 1206748, at *2 (N.D. Cal. Mar. 14, 2019) (finding compelling
 4 reasons to seal personally identifiable information, "including names, addresses, phone numbers,
 5 and email addresses"); *Benedict v. Hewlett-Packard Co.*, 2014 U.S. Dist. LEXIS 7368, 2014 WL
 6 233827, at *3 (N.D. Cal. Jan. 21, 2014) (granting motion to seal personal information, including a
 7 home address, phone number, and email address).

8 The documents at issue here are deserving of protection because they are Ford's confidential
 9 business information and trade secrets and reveal methods and processes that Ford independently
 10 developed and has maintained as confidential and secret to Ford, or contain PII of consumers. (See
 11 *Food Marketing Institute v. Argus Leader Media, d/b/a Argus Media*, 588 U.S. __, 139 S.Ct. 2356
 12 (2019) ("where commercial or financial information is both customarily and actually treated as
 13 private by its owner... the information is 'confidential'" and that "[t]he term 'confidential' meant
 14 then, as it does now, 'private' or 'secret.'").) These documents are confidential because Ford derives
 15 independent economic value from the information in these materials not being generally known to
 16 the public or its competitors. Further, the information contained in these materials is not readily
 17 ascertainable by proper means by the public or any other persons who could obtain commercial or
 18 economic value from the information's disclosure or use. Ford takes reasonable efforts to protect
 19 the secrecy of these materials. Ford has invested incalculable resources to develop this information
 20 and it is highly valuable to both Ford and its competitors. (See, e.g., Doss Decl.). Without a
 21 Protective Order, there would be unfettered disclosure of this information, which would put Ford at
 22 a competitive disadvantage in the automotive industry or reveal personal information of non-parties
 23 without their consent. Entry of Ford's Protective Order will facilitate production of these materials
 24 in this matter. If disclosed, such information could harm Ford's competitiveness in the automobile
 25 market and impair the value of its institutional knowledge. Therefore Ford's Motion should be
 26 granted, and the entry of Ford's proposed Protective Order attached as **Exhibit A** to the Declaration
 27 of Brian Vanderhoof is appropriate in this matter.

28 / / /

1 **IV. CONCLUSION**

2 Ford seeks entry of its Protective Order for materials that contain confidential, proprietary,
3 and commercially sensitive information, or personally identifiable information of non-party
4 consumers. For the reasons set forth above, there is good cause for the Court to protect Ford's
5 confidential information from improper dissemination, and Ford respectfully requests that this Court
6 enter the proposed Protective Order attached as **Exhibit A**.

7 DATED: March 9, 2023

LEWIS BRISBOIS BISGAARD & SMITH LLP

9 By: /s/ Brian C. Vanderhoof

10 BRIAN C. VANDERHOOF

11 JONATHAN WON

12 Attorneys for Defendant FORD MOTOR
COMPANY

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on March 9, 2023, a true and correct copy of the foregoing
3 **DEFENDANT FORD MOTOR COMPANY'S NOTICE OF MOTION AND MOTION FOR**
4 **ENTRY OF PROTECTIVE ORDER TO GOVERN PRODUCTION OF CONFIDENTIAL**
5 **MATERIALS; MEMORANDUM OF POINTS AND AUTHORITIES** was filed electronically
6 with the Clerk of the Court using the CM/ECF System. Notice of this filing will be sent by
7 operation of the Court's electronic filing system to all parties listed on the CM/ECF System.
8 Parties may access this filing through the Court's electronic filing system.

9 
10 Cora Ruvalcaba